

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

MEETING DATE: 8/17/05

DIVISION: COUNTY ADMINISTRATOR

BULK ITEM: YES

DEPARTMENT: AIRPORTS

STAFF CONTACT PERSON: Peter Horton

AGENDA ITEM WORDING: Approval of a Federal Aviation Administration grant to fund various projects at the Key West International Airport.

ITEM BACKGROUND: Grant provides 95% funds for NIP Ph IV construction, NIP Ph V design, Part 150 update, and Wildlife Management Plan.

PREVIOUS RELEVANT BOCC ACTION: Approval to submit PFC Application # 8, October 15, 2003, and PFC Application # 9, August 18, 2004.

CONTRACT/AGREEMENT CHANGES: New Grant

STAFF RECOMMENDATION: Approval

TOTAL COST: n/a

BUDGETED: n/a

COST TO AIRPORT: n/a

SOURCE OF FUNDS: FAA

COST TO PFC: 2.5%

COST TO COUNTY: None

REVENUE PRODUCING: No

AMOUNT PER MONTH /YEAR:

APPROVED BY: County Attorney X OMB/Purchasing X Risk Management X

AIRPORT DIRECTOR APPROVAL _____



Peter J. Horton

DOCUMENTATION: Included X

Not Required

AGENDA ITEM # _____

DISPOSITION: _____

/bev
APB

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Federal Aviation Administration

Effective Date: Execution

Expiration Date: Open

Contract Purpose/Description: Provide funding for NIP Ph 4 construction, NIP Ph 5 design, Part 150 Update, and Wildlife Management Plan, for the Key West International Airport

Contract Manager: Bevette Moore
(name)

5195
(Ext.)

Airports - Stop # 5
(Department/ Stop)

for BOCC meeting on: 8/17/05

Agenda Deadline: 8/2/05

CONTRACT COSTS

Total Dollar Value of Contract: \$4,089,835.00

Current Year Portion: ~ \$100,000.00

Budgeted? Yes

Account Codes: Pending grant approval

Grant: Yes, FAA

County Match: PFC revenue

ADDITIONAL COSTS

Estimated Ongoing Costs:
(not included in dollar value above)

For: .
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed Yes No	Reviewer	Date Out
Airports Director	___/___/___	() ()	<u>P J H</u> Peter Horton	<u>8/2/05</u>
Risk Management	<u>8/1/05</u>	() ()	<u>M. S. Green</u> for Risk Management	<u>8/1/05</u>
O.M.B./Purchasing	___/___/___	() ()	<u>[Signature]</u> for OMB	___/___/___
County Attorney	<u>7/28/05</u>	() ()	<u>[Signature]</u> County Attorney	<u>8/1/05</u>

Comments: _____

DRAFT #2

Date of Offer: August 1, 2005

Project Number: 3-12-0037-027-2005

Recipient: Monroe County Board of County Commissioners (Herein called Sponsor)

Airport: Key West International Airport

OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, ninety-five percent (95%) of the allowable costs incurred in accomplishing the project consisting of the following:

"Noise Improvement Program (NIP): Construction for 55 Homes (Phase 4), Design for 60 Homes (Phase 5) and Part 150 Update; and Develop Wildlife Management Plan. "

as more particularly described in the Project Application dated July 21, 2005.

The maximum obligation of the United States payable under this Offer shall be \$4,029,795 for airport development and \$60,040 for planning.

This offer is made in accordance with and for the purpose of carrying out the provisions of Title 49, United States Code, herein called Title 49 U.S.C. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Manager, Airports District Office

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Terms and Conditions of Accepting Airport Improvement Program Grants" dated March 29, 2005.

Executed this ____ day of _____, 20____
(Seal)

Name of Sponsor

Attest

Signature of Sponsor's Designated Official Representative

Title

Title

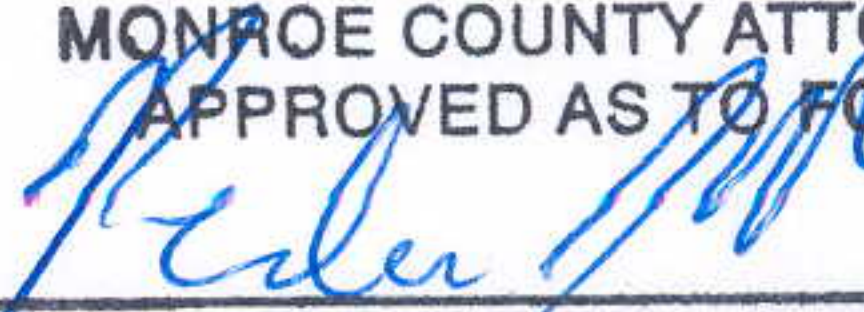
CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Signature of Sponsor's Attorney

Date

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM AND CONTENT

PEDRO J. MERCADER
ASSISTANT COUNTY ATTORNEY